

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

STATE OF TEXAS

COUNTY OF WALLER

KNOW ALL MEN BY THESE PRESENTS:

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
APPLICABLE TO 276.05 ACRES OF LAND LOCATED IN  
WALLER COUNTY, TEXAS**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made by CHURCH ROAD, LP, a Texas limited partnership ("Declarant").

WHEREAS, Declarant is the owner of 276.05 acres of land more particularly described in Exhibit "A" attached hereto and made a part hereof for all intents and purposes (the "Property"); and

WHEREAS, Declarant desires to impose upon the Property the covenants, conditions, and restrictions herein set forth; and

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property, and which shall constitute covenants running with the land, and which shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their respective heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof, and the Declarant.

**ARTICLE I**

**DEFINITIONS**

"Declarant" means Church Road, L.P., a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of Church Road, L.P., as Declarant, must be expressly set forth in writing and recorded in the Official Public Records of Waller County, Texas.

"Lot" shall mean that portion of the Property owned by an Owner which is identified as one of the eighteen (18) separate Lots enumerated on the survey attached hereto as Exhibit "B".

"Owner" or "Owners" shall mean and refer to the record owner(s) of a fee simple title to any portion of the Property, but excluding those having such interest merely as security for the performance of an obligation.

"Tract" shall mean and refer to that portion of the Property owned by an Owner, including without limitation a Lot. Any restriction set out herein applicable to the use of or applicable in any other manner to the Property shall also be applicable to each Tract and Lot in the same manner.

RECORDER'S MEMORANDUM  
All or parts of the text contained  
in this document was not clearly  
legible for satisfactory recordation

ARTICLE II

USE RESTRICTIONS AND CONSTRUCTION OF IMPROVEMENTS

Section 1. Use Restrictions.

- 1.01 Residential Use Only. The Property and each Tract shall be used only for single-family residential purposes and/or for Agricultural Use (as defined herein) or wildlife use, unless otherwise provided for herein.
- 1.02 Commercial Activity. No retail, industrial, manufacturing, business, multifamily, office building, or mixed-use commercial activity, whether for profit or not, shall be permitted on the Property or on any Tract, other than a Home-Based Business as provided for in Section 1.03. A day-care facility, church, nursery, pre-school, private school, kindergarten, beauty parlor, barber shop or other similar facility is expressly prohibited. Noxious or offensive activities of any sort, including loud noises or anything done any Tract that may be or may become an annoyance or a nuisance to the neighboring Tract or Owner, shall not be permitted.
- 1.03 Home-Based Businesses. Businesses and business activities not specifically excluded or limited pursuant to the terms of this Declaration and which involve use of office space in either a main residence, garage, or other building and which involve no direct on-site sales ("Home-Based Business") are permitted. In addition:
  - (a) Home-Based Businesses shall not be permitted to have deliveries from or to the business using semi-trucks or other similar large delivery vehicles having more than two axles;
  - (b) Home-Based Businesses shall not generate excessive noise, smoke, dust, pollution or odors;
  - (c) Home-Based Businesses shall limit hours of operation to 8 am to 6:30 pm; Monday through Saturday (excluding Sunday);
  - (d) the leasing of the main residence or any other structure on a Tract shall not be considered a "Home-Based Business" within the meaning of this section, provided, that:
    - (i) said lease shall be for a period of not less than six (6) months;
    - (ii) said lease complies with all applicable governmental laws, rules, ordinances and regulations; and
    - (iii) Owner shall provide Declarant with a copy of the applicable executed lease.
  - (e) a remote "work from home" scenario shall not be considered a "Home-Based Business" within the meaning of this section;
  - (f) Home-Based Businesses shall not engage in any activity that is illegal or immoral as those terms may be currently defined by the courts of the State of Texas; and

(g) Home-Based Businesses shall comply with all applicable laws, codes, ordinances, and governmental rules and regulations.

1.04 Signs on the Property. Signs of any type on the Property or any Tract are prohibited, with the following exceptions:

- (a) Signs advertising the banks and construction companies involved in the construction of improvements on a Tract shall be allowed during the construction phase of said improvement(s). The applicable sign(s) shall be removed within two (2) months of completion of the construction of said improvement(s);
- (b) Signs advertising a Tract for sale or lease;
- (c) Political signs in accordance with applicable Texas laws and statutes;
- (d) Signs displaying the name and/or address of an Owner's Tract; and
- (e) Signs displaying the name of Owner's home-based business, if said business is otherwise permissible pursuant to this Declaration.

Signs may not exceed a combined eighteen (18) square feet in area or extend higher than four feet above the ground and no sign shall have internal illumination. Except as otherwise provided herein, no more than two (2) signs shall be installed on a Tract at any single point in time.

1.05 Non-Residential Structures. None of the following structures may be used on the Property as a residence at any time, either temporarily or permanently: structures of a temporary character, mobile home, trailer, tent, shack, garage, barn, structures of the types referenced in Sections 2.06 and 2.07 herein, or other outbuildings or accessory structures. Nonresidential structures may be used as construction offices and for related purposes during the construction period of the main residence and shall not be constructed, placed, or installed more than (30) thirty days prior to beginning construction on the main residence.

1.06 Subdivision by Owners Other Than Declarant. Lots larger than 12.50 acres maybe subdivided by an Owner into no more than two (2) separate Tracts, provided that:

- (a) said subdivision results in one Tract comprised of at least one (1) net acre but not more than one and one half (1.5) acres ("Small Tract") and one Tract comprised of the residual acreage ("Large Tract");
- (b) the Small Tract shall have at least one boundary line fronting a public road adjacent to the Small Tract;
- (c) both the Small Tract and Large Tract each retain at least one hundred feet (100') of boundary line fronting a public road;
- (d) the main residence on the Large Tract shall be located at least three hundred feet (300') from any public road adjacent to the Large Tract; and

(e) Owner complies with all applicable laws, rules and regulations including the Texas Local Government Code and Waller County rules and regulations.

As used herein the term "net acres" means total acreage of the applicable Tract or Lot less any portion of the applicable Tract or Lot within:

- (a) public roadways;
- (b) rights-of-way and easements other than those that directly provide utility services to the Tract; and
- (c) buffers and setback restrictions that exceed the standard setback restrictions of any applicable governmental entity."

1.07 Subdivision by Declarant. When Declarant is the Owner thereof, Declarant may divide, subdivide or reconfigure any Lot or Tract and convey an easement or other interest less than the whole, all without the approval of the other Owners.

1.08 Multi-Family Residence. No apartments, duplexes, or other buildings used for multi-family residential purposes may be constructed on the Property.

## Section 2. Construction of Improvements.

2.01 Main Residence. One single-family dwelling, or "main residence," may be constructed on each Tract. Other structures which may be constructed on a Tract include guest houses, servants' quarters, freestanding shops, barns, and sheds. The main residence shall contain at least 1,300 square feet of heated floor space, excluding open porches and garages, both attached and unattached. The exterior colors, textures, materials and design of garages, freestanding shops, guest houses and servants' quarters shall be consistent with the main residence. Any main residence built on a Tract shall be permanent slab structure with a slab foundation and a minimum of nine inches (9") of thickness or a pier and beam foundation. No more than one main residence may be located on each Tract, except as provided for in section 2.015. A main residence may not be of the type of structures referenced in Sections 2.06 and 2.07 herein.

2.015 Exception to Main Residence Restriction. Those Lots which exceed 12 acres in size may have (1) one additional residence, for a total of (2) two residences which meets all the requirements of Section 2.01. Any additional residence may not be of the type of structures referenced in Sections 2.06 and 2.07 herein.

2.02 Septic Systems and Water Wells. Prior to occupancy of a main residence, or any livable building, each Tract owner shall construct, install and maintain a septic tank and soil absorption system in accordance with the specifications for the same as established by applicable law, including the laws of the State of Texas and the rules and regulations of Waller County, Texas. If such septic system complies with such specifications but still emits foul or noxious odors or unsafe liquid onto streets, ditches, or adjoining Tract(s) or Lot(s), such system shall be modified so as to eliminate such foul or noxious odors or unsafe liquid.

- 2.03 Garages. Each residence shall include a minimum of an enclosed garage, either attached or detached, or an attached porte-cochère, either of which shall provide space for at least one automobile.
- 2.04 Roofs. Roofing materials for all buildings (including garage, guest quarters, and all outbuildings) shall be new and designed and manufactured specifically for roofs. Metal roofs not treated to prevent rust are prohibited on structures.
- 2.05 Propane Tanks. A propane tanks installed on a Tract must be installed behind the front line of the main residence and shall be obstructed from view from any public road adjacent to the Tract and from any adjacent Tract through the use of shrubbery or fencing made of wood or masonry. Underground installation is permissible anywhere on the Tract that is not within a required setback.
- 2.06 Manufactured Housing. Manufactured homes, modular homes, or any home manufactured or assembles off-site may not be located on any part of the Property. Recreational vehicles, including motor homes, may not be used as a primary residence. All recreational vehicles are to be stored behind the front line of the main residence and shall be obstructed from view from any public road adjacent to the Tract, through use of fencing made of wood or shrubbery or may be stored within an enclosed building.
- 2.07. House Moved to the Property. Pre-existing houses or barns may not be moved on to any part of the Property.
- 2.08. Exterior Materials. The exterior materials of any main residence and any attached garage, guest houses, and servants' quarters shall be constructed of masonry (including brick or rock), stucco, log, hardiplank, cedar, or other wood siding.
- 2.09 Driveways. Driveways may not be built within twenty feet (20') of any side boundary line of a Tract. The fencing adjacent to the driveway and abutting any public road adjacent to a Tract may be upgraded for the first twenty feet (20') to wood, steel, masonry, wrought iron or other ornamental fencing which must be treated to protect it from the elements and properly maintained. This excludes hurricane type and chain-linked fencing.
- Section 3. Location of the Improvements on the Tract. No building or other improvements shall be located on any Tract within one hundred feet (100') of a public road adjacent to the Tract nor shall such building or other improvements be located on any Tract within fifty feet (50') of any adjacent Tract.
- Section 4. Storage of Automobiles, Boats, Trailers and Other Vehicle. No boat trailers, boats, campers, semi-trucks, or trailers of any kind shall be stored or parked outside of a building on a Tract, unless obscured from view from any public road or adjacent Tract. No inoperable vehicles or vehicles larger than one ton shall be stored outside on a Tract. In any event, all stored boat trailers, boats, campers, semi-trucks, trailers, inoperable vehicles, or vehicles larger than one ton must be kept behind the rear of the main residence, and shall be obscured from view of any public road.

Section 5. Agricultural Use. For purposes of these restrictions, the term "agricultural use" shall be limited as follows:

- 5.01 Commercial Livestock. Raising of livestock on the Property shall be permitted; however, feed lot operations are prohibited. Livestock shall be limited to one and one half (1½) animal units per one (1) acre, excluding household pets raised and housed within the main residence. Raising of swine, other than for FFA, 4-H and other similar-type projects, is strictly prohibited. Raising of poultry, other than for reasonable personal use or FFA, 4-H, and other similar-type projects, is strictly prohibited. Any animal with un-weaned offspring shall be deemed and considered to be a single animal unit.
- 5.02 Non-Commercial Livestock, Poultry, and Pets. Rabbits, poultry, dogs, and other livestock raised for non-commercial purposes, including 4-H, FFA, and other vocation agricultural projects and for personal use, shall be allowed only if judiciously maintained within an Owner's Tract and restrained from crossing on to an adjacent Tract.
- 5.03. Crops and Trees. Raising of crops and trees is permitted.

Section 6. Noxious or Dangerous Activities. Any activities that may endanger the health or unreasonably disturb the peaceful enjoyment of other Owners of adjoining land are prohibited. No toxic or hazardous chemicals are permitted on any Tract, except for reasonable residential purposes. No use or activity which is offensive by reasons of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion, shall be allowed.

- 6.01. Firearms. No pistol, rifle, shotgun or any other firearm or explosives or any other device capable of killing or injuring or causing damage shall be discharged on any Tract, except as provided in Paragraph 6.02 and except for: (i) the protection of a person or Owner of a Tract, (ii) the protection of animals against predators or nuisance varmints, including feral hogs, coyotes, and snakes not protected by State law; (iii) in connection with target shooting, trap shooting, and/or skeet shooting and similar activities, provided that the discharge is contained within the Tract from which it originates and does not go on to any adjacent Tract.
- 6.02 Hunting. Notwithstanding Paragraph 6.01, hunting shall be permitted: (i) on any Tract that exceeds 50 acres in size; or (ii) on two or more contiguous Tracts owned by the same Owner that collectively exceed 50 acres in size. All permissible hunting shall be performed only at times and by methods as permitted by all applicable State, local and other governmental laws, rules and regulations.
- 6.03 All-Terrain Vehicles. Use of all-terrain vehicles (ATVs) and utility vehicles is permissible on the Property. Use of dirt bikes is prohibited.

Section 7. Fences.

- 7.01 Boundary Fences. Hurricane-type or chain-link fences are prohibited from use as boundary fencing. All cross-fences shall be maintained by the adjacent Tract Owners. Fences must be a minimum of fifty-two inches (52") tall, shall be built with

posts a maximum of fifteen feet (15') apart. Any barbed wire fence must have a minimum of five (5) strands of barbed wire.

Section 8. Mowing. Each Owner is responsible for shredding the grass on his/her Tract a minimum of twice annually.

Section 9. Dumping. No Tract shall be used or maintained as a dumping ground for rubbish or junk. No garbage, trash, ashes or other refuse may be dumped or thrown on any Tract. All trash shall be stored in appropriate sanitation containers.

### ARTICLE III

#### GENERAL PROVISIONS

Section 1. Enforcement. All restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration shall run with the Property. Any Owner, or the Declarant, shall have the right to enforce all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration. Failure by the Owners or the Declarant to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Owners or Declarant may recover reasonable attorney's fees and court costs incurred in the effort to enforce the provisions of this Declaration. Once seventy-five percent (75%) of the Tracts are owned by Owners other than Declarant, the enforcement of all restrictions, conditions, covenants, and reservations imposed by the provisions of this Declaration shall be the sole responsibility of the Owners, and the Declarant may only enforce as an Owner.

Section 2. Term - Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded ("Initial Term"). At the end of the Initial Term and any successive extension thereof, these restrictions will be extended automatically for successive periods of ten (10) years each, unless terminated prior to the end of the term by filing in the Official Public Records of Waller County, Texas an instrument signed by those Owners of at least seventy-five percent (75%) of the Tracts.

Section 3. Amendment by Declarant. This Declaration may be amended by Declarant, in Declarant's sole discretion, until such as one hundred percent (100%) of the Tracts are owned by Owners other than Declarant. After such time this Declaration may be amended by an instrument signed by those Owners of not less than seventy-five percent (75%) of the Tracts.

Section 4. Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property and, upon the filing of a notice of addition of land, such land will be considered part of the Property for purposes of this Declaration, and such added lands will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property, Declarant will be required only to record in the Official Public Records of Waller County, Texas, a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which reference will state the volume and initial page number of the Official Public Records of Waller County wherein this Declaration is recorded;
- (b) A statement that such land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and
- (c) A legal description of the added land.

Section 5. Lienholder. The lienholder joins herein solely for the purpose of subordinating the liens held by it of record upon the Property to the covenants, conditions, and restrictions contained herein.

Section 6. Superiority of Liens. Should a lien be assessed against an Owner or any Tract pursuant to this Declaration, said lien shall be subordinate and inferior to, automatically and without the necessity of another document, any and all first lien purchase money deeds of trust and liens in favor of third party financial institutions or representing bona fide seller financing.

The undersigned hereby ratify and consent to all provisions contained in the Declaration. The Declaration shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 13<sup>th</sup> day of February, 2019.

**DECLARANT:**

**CHURCH ROAD, LP, a Texas limited partnership**

**By: KMP Ventures, LLC, a Texas limited liability company, its general partner**

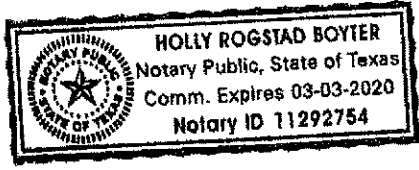
By:   
Kirk M. Pfeffer, President



STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 13<sup>th</sup> day of February, 2019, by Kirk M. Pfeffer, President of KMP Ventures, LLC, a Texas limited liability company, general partner of Church Road, LP, a Texas limited partnership.



Holly Rogstad Boyter  
Notary Public, State of Texas

**Lienholder's Consent**

**Allegiance Bank, a Texas banking corporation**, being a lienholder on the Property that is affected by the foregoing Declaration, joins in the execution hereof for the purpose of consenting to the covenants, conditions and restrictions therein contained and subordinating its lien to the said covenants, conditions and restrictions.

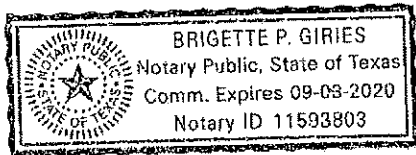
EXECUTED this 13<sup>th</sup> day of February, 2019.

By: *Robert M. Neyland*  
Name Robert M. NEYLAND  
Title BANK OFFICE PRESIDENT

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 13 day of February, 2019, by Robert Neyland Bank Office of Allegiance Bank, a Texas banking corporation.  
President



*Brigette P. Giries*  
Notary Public, State of Texas

EXHIBIT "A"

## METES AND BOUNDS DESCRIPTION OF 276.05 ACRES

**DESCRIPTION OF A 276.05 ACRE TRACT OF LAND SITUATED IN THE JUAN A. PADILLA SURVEY, ABSTRACT NO. 48, WALLER COUNTY, TEXAS AND BEING THE RESIDUE OF THAT CALLED 288.75 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO IN A DEED DATED DECEMBER 26, 2006 FROM THE MOTHERAL INVESTMENT TRUST TO JON MARSHALL, AS RECORDED IN VOLUME 995, PAGE 493, OF THE OFFICIAL RECORDS OF WALLER COUNTY, TEXAS FOR WHICH REFERENCE IS MADE AND THE SAID 276.05 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2 inch iron rod found (Grid Coordinates: N 13,897,264.28 USft/ E 2,895,923.91 USft) in the Easterly line of Stefka Road for the Southwest corner of the herein described tract, being the common Northwest corner of the residue of a called 292.215 acre tract of land described in a deed dated December 16, 1996 from Rita R. Falkenhagen to W.E. Whiddon, as recorded in Volume 551, Page 595, Waller County Official Records;

**THENCE** North 02° 37' 24" West (called North 02° 38' 07" West) with the Easterly line of Stefka Road, being the common Westerly line of the herein described tract a distance of 2117.34 feet (called 2117.12') to a 5/8 inch Iron rod found;

**THENCE** North 24° 13' 16" East (called North 24° 57' 06" East) continuing with the Easterly line of Stefka Road, being the common Westerly line of the herein described tract a distance of 119.17 feet (called 119.14') to a 5/8 inch Iron rod found at the intersection of the Easterly line of Stefka Road and the Southerly line of Harpers Church Road for the Northwest corner of the herein described tract;

**THENCE** with the Southerly line of Harpers Church Road, being the common Northerly line of the herein described tract the following:

- North 87° 37' 36" East (called North 87° 37' 12" East) a distance of 1877.60 feet (called 1875.84') to a 5/8 inch iron rod set w/cap;
- North 87° 39' 09" East (called North 87° 38' 45" East) a distance of 1349.15 feet (called 1349.15') to a 5/8 inch iron rod set w/cap;
- North 87° 31' 50" East (called North 87° 31' 50" East) a distance of 2370.10 feet (called 2370.10') to a 5/8 inch iron rod found at the intersection of the Southerly line of Harpers Church Road and the Westerly line of Kerr Road for the Northwest corner of the herein described tract;

**THENCE** South 03° 30' 13" East (called South 03° 30' 47" East) with the Westerly line of Kerr Road, being the common Easterly line of the herein described tract a distance of 1848.02 feet to a point for the upper Southeast corner of the herein described tract, being the common Northeast corner of a called 12.808 acre tract of land described in a deed dated April 17, 2007 from Jon Marshall to Francisco Douglas Martinez, et ux, as recorded in Volume 1032, Page 734, Waller County Official Records, from which a 1/2 inch iron rod found bears North 74° 52' 20" East a distance of 4.12 feet, also from which a 5/8 inch Iron

rod found for the Southeast corner of said 12.808 acre tract bears South  $03^{\circ} 30' 13''$  East a distance of 372.00 feet;

THENCE South  $87^{\circ} 32' 57''$  West (called South  $87^{\circ} 32' 53''$  West, Vol. 1032, Pg. 734, O.R.W.C.T.) with the Northerly line of said 12.808 acre tract, being the common Southerly line of the herein described tract a distance of 1500.07 feet (called 1500.00') to a 1/2 inch iron rod found for an interior corner of the herein described tract, being the common Northwest corner of said 12.808 acre tract;

THENCE South  $03^{\circ} 30' 22''$  East (called South  $03^{\circ} 30' 47''$  East, Vol. 1032, Pg. 734, O.R.W.C.T.) with the Westerly line of said 12.808 acre tract, being a common Easterly line of the herein described tract at 371.54 feet passing a 1/2 inch iron rod found, continuing for a total distance of 371.99 feet (called 372.00') to a point in the Northerly line of a called 50,000 acre tract of land described in a deed dated December 9, 1997 from W. E. "Bill" Whiddon, et ux to Chappell Hill Livestock and Land Sales, Inc., as recorded in Volume 574, Page 861, Washington County Official Records for the lower Southeast corner of the herein described tract, being the common Southwest corner of said 12.808 acre tract;

THENCE South  $87^{\circ} 32' 59''$  West (called South  $87^{\circ} 32' 53''$  West) with the Northerly line of said Chappell Hill Livestock and Sales, Inc. 50,000 acre tract (Vol. 574, Pg. 861, O.R.W.C.T.) and Northerly line of another 50,000 acre tract of land described December 9, 1997 from W. E. "Bill" Whiddon, et ux to Chappell Hill Livestock and Land Sales, Inc., as recorded in Volume 574, Page 858, Washington County Official Records, being the common Southerly line of the herein described tract at 1250.59 feet passing a 1/2 inch iron rod found for the Northwest of said Chappell Hill Livestock and Sales, Inc. 50,000 acre tract (Vol. 574, Pg. 858, O.R.W.C.T.), being the common Northeast corner of another 50,000 acre tract of land described December 9, 1997 from W. E. "Bill" Whiddon, et ux to Chappell Hill Livestock and Land Sales, Inc., as recorded in Volume 574, Page 855, Washington County Official Records, continuing with the Northerly line of said Chappell Hill Livestock and Sales, Inc. 50,000 acre tract (Vol. 574, Pg. 855, O.R.W.C.T.) and the Northerly line of said residue of 292.215 acre tract for a total distance of 4184.76 feet to the POINT OF BEGINNING, containing 276.06 acres of land, more or less.



**FILED AND RECORDED**

**Instrument Number: 1901327**

Filing and Recording Date: 02/15/2019 08:39:13 AM Pages: 14 Recording Fee: \$64.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



*Debbie Hollan*

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Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

simplifile, Deputy

Returned To:  
HTC HEMPSTEAD  
820 13TH STREET  
HEMPSTEAD, TX 77445